

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DTFANM-12-R-00173	NEGOTIATE RFO	08/20/2012	1 of 51

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. WP-12-01902	6. PROJECT NO.
7. ISSUED BY DOT/FAA, AAQ-530 CO: JOANNA GRANT 1601 Lind Ave SW Renton, WA 98057		8. ADDRESS OFFER TO Joanna.Grant@faa.gov
9. FOR INFORMATION CALL: ➡	A. NAME Joanna Grant	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> Joanna.Grant@faa.gov

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, Identifying no., date):*

Materials and installation for Post Frame Shop at the FAA Seattle TRACON, Burien, WA in accordance with the Statement of Work, Drawings, Specifications, and Wage Determination contained herein.

11. The Contractor shall begin performance within <u>1</u> calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable.	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS 14

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 4:00 PM (hour) local time 09/05/2012 (date): Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Offerors providing less than the calendar days indicated here for Government acceptance after the date offers are due will not be considered and offer will be rejected.)

AMOUNTS ➡

Materials \$ _____

Labor \$ _____

Total \$ _____

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each.)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡	25. RESERVED.
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consist of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print) Joanna S. Grant	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

B001. PRICE/COSTS: Furnish all labor, materials, equipment, transportation, insurance, notifications, license, permits, fees and supervision necessary for the materials and installation of a post frame shop at the Seattle TRACON in Burien, WA, in accordance with the specifications, contract clauses, terms, conditions and wage rates.

Contract Line Item	Description	Quantity	Total
001	Materials and installation of post frame shop, including but not limited to providing and installing structure	1 Job	\$ _____
002	Doors, gutters, and insulation and installation of doors, gutters, insulation, etc. according to scope of work	1 Job	\$ _____
003	Materials and installation/placing of concrete floor	1 Job	\$ _____
	Total for all items above		\$ _____

The offered price shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees, permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

--

Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are three of these laws.

OFFERS SHALL INCLUDE ALL APPLICABLE STATE AND LOCAL TAXES.

B001. SMALL BUSINESS: Small businesses competing for this acquisition shall certify their status on the Business Declaration form inserted following Part IV, Section K. The applicable North American Industry Classification System (NAICS) code for this project is **236210, Industrial Building Construction.**

B002. SMALL BUSINESS SET ASIDE: This is a Small Business Set Aside; size standard is \$33.5M. The applicable North American Industry Classification System (NAICS) code for this project is **236210, Industrial Building Construction.**

B003. TYPE OF AWARD: The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions with one or more offerors to clarify issues related to scope, pricing, and responsibility. **Award will be made to the lowest priced, technically acceptable offeror.**

B004. INSURANCE REQUIREMENTS:

Worker's compensation and employer's liability.

1. Employer's liability coverage of at least **\$250,000.00** shall be required.
2. General Liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least **\$100,000.00** per person and **\$500,000.00** per occurrence.
3. Automobile liability coverage of at least **\$200,000.00** per person and **\$500,000.00** per occurrence for bodily injury and **\$200,000.00** per occurrence for property damage.

B005. SOLICITATION QUESTIONS:

All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must make the request by e-mail to Joanna Grant at Joanna.Grant@faa.gov. **Telephone questions will not be accepted.** The requestor shall provide a company name, point-of-contact name, address and telephone number; as well as a return e-mail address. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

THE ESTIMATED PRICE RANGE FOR THIS PROJECT IS APPROXIMATELY \$100,000.00 - \$150,000.00.

SUBMIT OFFERS TO: SEE PART IV, SECTION L.

OFFERS ARE DUE NO LATER THAN SEPTEMBER 5, 2012 4:00 P.M. PACIFIC DAYLIGHT TIME (PDT). THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. **DO NOT CALL FOR RESULTS.**

PART I - SECTION C
SCOPE OF WORK

1.0 GENERAL

SCOPE

The selected Contractor shall furnish all labor, product, equipment, materials, and supervision for the installation of a “Post Frame” shop at the TRACON facility in Burien, Washington. “Installation” includes but is not limited to, providing and installing the complete building structure, placing the concrete floor, providing and installing all doors, gutters, and insulation.

Prior to “installation,” all of the equipment and material shall be reviewed and accepted by a FAA representative.

The following items are a summary of the project and are provided solely for the purpose of describing the general nature of the work. The Contractor is responsible for accomplishing all items of work identified in the applicable drawings, specifications, and provisions of the contract:

All work will be done in a safe and professional manner. Morning safety meetings will be held with the FAA representative present. All work will follow OSHA guidelines and requirements.

A. General

1. The Seattle TRACON is an active operational facility which runs 24 hours a day, 7 days a week.
2. All work shall be coordinated with the FAA and be accomplished on a “Not to interfere with FAA operations” basis.
3. Construction material shall be stored only in FAA approved areas.
4. Construction staging shall be allowed only in the FAA approved areas.
5. The Contractor shall provide all temporary services required for construction. 120VAC power will be provided by the facility.
6. The Contractor shall clean up and restore the site grounds to its original condition after the work has been performed.
7. The contractor shall provide portable bathroom facilities.

B. Installation

Excavation

1. Locate all utilities before any digging. Hand digging is required within 4’ of any utility identified.
2. Remove and dispose of all vegetation in the construction area.
3. Remove and dispose of all soil required to achieve final grade.
4. Dig a 24” deep trench around the perimeter of the entire building. The trench will be 2’ beyond the eaves drip line. FAA personnel will install an earth electrode system at this time.
5. Provide a 30” deep trench between engine generator building and the new facility. FAA personnel will install conduit run for power.

6. Fill in the trenches after the EES and conduit is installed. Protect the 4/O grounding conductors during the remainder of construction.
7. Any area needed to be filled with soil will be compacted in 6" lifts.
8. The drive and landing area shall be covered in 4" minimum of compact $\frac{3}{4}$ " minus.

Concrete

1. Any area needed to be filled with soil/ gravel will be compacted in 6" lifts.
2. Provide 4" of compacted 5/8 minus under all concrete surfaces.
3. Place 6" x 6" 10 gauge Welded Wire Fabric (WWF) over entire slab area. Maintain wire 2" from concrete surface when pouring.
4. Provide a 4" concrete slab for the entire facility.
5. forklift access 9' wide per the drawing tying the forklift door to the TRACONs loading dock. The edges of the slab shall transition from 6" to 12" within 6"
6. The concrete slab shall be finished smooth.
7. Finished The finished concrete slab shall be level with a deviation no greater than $\frac{3}{4}$ " across the entire surface
8. Concrete should have a minimum 3000 PSI compressive strength.
9. Post frame punch pads shall be pre poured 4" thickness minimum and allowed to cure prior to final setting of the posts.

Structure

1. Build a 40' X 75' post frame structure with an attached 20' X 75' Lean-to addition. Per drawings.
2. Use clear span trusses.
3. Wall height shall be 16' allowing for an interior clearance of 15'. Use .60 retention pressure-treated posts engineered to carry the roof's weight, so the walls have no roof-supporting responsibilities.
4. The roof pitch shall be 4/12 minimum.
5. Cover the structure with 29 Gauge 80,000 PSI High-Tensile Steel Roofing. Side the structure with min 29 gauge 80,000 PSI High-Tensile Steel. Color to be decided by FAA personnel.
6. The snow load rating shall be 25 pounds/ square foot or according to regional UBC.
7. The wind load rating shall be 80 mph exposure B or according to regional UBC.
8. Insulate the walls with faced R25 TRI DIMENSIONAL POLY (WMPVR) COVERED FIBERGLASS batts. Staple in place.
9. R30 TRI DIMENSIONAL POLY (WMPVR) COVERED FIBERGLASS batts.
10. Face all insulated and interior surfaces with white, TRI DIMENSIONAL POLY (WMPVR) sheeting.
11. Install 5 inch seamless, painted metal gutters with a minimum of 8 2x3 down spouts.
12. Install one 20'W X 14'H insulated, commercial, automated door. Center door on the east face of the building. Per the drawing.
13. Install one 10'W X 10'H insulated, commercial, automated door on the north face towards the west end of the building. Per the drawing.
14. All roll up doors shall have interior controls and safety devices installed.
15. Install 2 commercial, steel 36" doors on the main building per the drawing.
16. All 36" doors will have outdoor rated hardware that accepts Best Lock cores.

1.2 APPLICABLE DOCUMENTS

- A. Applicable Documents** - All FAA, Military, Federal, and industrial codes or standards, specifications, and contract drawings referenced in this and the following divisions form a part of this specification and are applicable only to the extent they were used as a basis of this design. All references to codes, standards, specifications, and construction drawings refer to the latest editions (and any supplements) in effect on the date of the contract.
- B. Applicable Publications** - The publications listed below form a part of this specification to the extent referenced. The publications are referenced to in the text by basic designation only.
1. OSHA 1910: Standards for the General Industry
 2. OSHA 1926: Standards for the Construction Industry
 3. American Concrete Institute (ACI) 302, 318, and 360
 9. List of Drawings:

Drawing 0001 Facility design and dimensions.

Drawing 0002 Facility design and dimensions.

These listed drawings are for information only. The contractor shall verify dimensions, locations, and sizes on the applicable drawings prior to installation.

1.3 DEFINITIONS

- A. Federal Aviation Administration (FAA)** - The terms "Federal Aviation Administration" (FAA) and "Government" as used herein denotes the "owner".
- B. Project Engineer (PE)** - The term "Project Engineer (PE)" as used herein denotes the "Government's representative".
- C. Contracting Officer (CO)** - The term "Contracting Officer" (CO) as used herein denotes the person designated to act for the Government in the performance of this contract.
- D. Resident Engineer (RE)** - The term "Resident Engineer" (RE) as used herein denotes the representative of the Contracting Officer at the job site. The term is synonymous with the FAA terms "Contracting Officer's Technical Representative" (COR).
- E. Contractor and Subcontractor** - The term "Contractor" as used herein denotes the firm who will perform and complete the work required by the Contract. The term "subcontractor" as used herein denotes the person or firm retained by the Contractor to perform a particular unit of work required by the Contractor. Subcontractors shall be required to meet all specifications required of the Contractor.

CONSTRUCTION CONDITIONS

- A. Pre-construction Conference** - The Contractor shall attend a pre-construction conference at the time and location specified by the RE. Requirements for material disposal, security and safety will be discussed.

Use of facility restrooms, water, and power will also be discussed. Compliance with these procedures while on site is mandatory.

- B. Submittals** - Samples, certificates, reports, catalog cuts, letters, shop drawings, maintenance and operations manuals, etc. required shall be submitted to the Resident Engineer.
- C. Conflict Resolution** - The Contractor shall meet standards, specifications, and drawings as specified herein. The specifications and drawings shall rule in all cases. Specifications shall govern over drawings. If any conflict should exist between site drawings (location-specific drawings) and standard drawings (drawings not referring to a particular location), the site drawings shall govern. In the event of dimensional discrepancies or omissions, the Contractor shall field verify and correct the information, and notify the RE. No work shall be done until agreement has been made with the RE.

D. Inspection

1. Access for Inspection - The Contractor shall allow the RE complete access to all portions of the work. Portions of the work buried, enclosed, or disguised, shall be inspected by the RE before being obscured by the next operation of the Contractor. In all cases, the RE shall be informed accordingly and given access to the work. Work obscured before inspection and acceptance by the RE, may, at the option of the RE be opened for inspection at no additional cost to Government.

The RE will inspect all work in progress up to completion and final Contractor's Acceptance Inspection (CAI) including all materials, tools, and equipment. Such inspection may extend to all or a part of the work for the preparation, fabrication or manufacture of the materials to be used. The RE will notify the Contractor of any non-compliance with the contract specifications and/or drawings, and may reject workmanship or materials accordingly.

2. Contractor's Acceptance Inspection (CAI) - After substantial completion of all the Contractor's work, a CAI will be conducted between the Contractor and Government. The RE will review the contract documents and verify that the Contractor has completed all required work. If work remains to be completed, an itemized list will be prepared, and the contractor at no additional cost to the Government shall complete the remaining tasks correctly. A Joint Acceptance Inspection (JAI) requires FAA personnel to be present. It may be held concurrently with the CAI.

- E. Project Coordination** - The Contractor shall be required to coordinate his/her construction activities with the FAA through the RE. All work which affects the Seattle TRACON facility shall be coordinated and approved by FAA personnel through the RE at least forty-eight (48) hours in advance of the scheduled work. Failure to notify and obtain the necessary approval may result in a rescheduling of the work. If weather conditions or aircraft operations preclude a scheduled shutdown of an existing FAA facility, the Contractor shall reschedule the work. The Contractor will be required to coordinate all power shutdowns of existing facilities with the FAA, through the RE, seventy-two (72) hours in advance. Each shutdown shall be limited and off-peak hours shall be required for testing or power shutdowns, with the facility placed back in service at the end of the workday, or as stipulated by the FAA.

- F. Layout of Work** - The Contractor shall field verify measurements and work from the established base lines and bench marks indicated on the drawings and shall be responsible for all measurements in connection therewith. The Contractor shall furnish, at his/her own expense, all stakes, templates,

platforms, equipment, tools, materials, and labor as may be required in laying out any part of the work from the base lines and bench marks previously established. The Contractor will be held responsible for the execution of the work as detailed in the plans and specifications. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks previously established until authorized to remove them.

- G. Permits, Inspection, Licenses, Certificates** - The Contractor shall obtain and pay fees for permits, inspections, licenses, or certificates required by Federal, State and City/Town officials as necessary to perform the work, prior to starting construction, and in a timely manner to avoid delays in starting the job. The Contractor shall submit evidence that they have obtained all required permits, inspections, licenses, and/or certificates.
- H. Compliance with Local and Other Codes** - The Contractor shall comply with local and other codes and standards. Where the requirements of the specifications and drawings exceed those of the local or other codes, the Contractor shall comply with the requirements of the specifications and drawings.
- I. Stop Work Orders** - When the Contractor or subcontractors are notified by the RE of any non-compliance with the provisions of the contract and the action(s) to be taken, the Contractor shall correct the unsafe or unhealthy condition. Life threatening or other serious violations shall be corrected immediately. Non-serious violations shall be corrected within 24 hours of the non-compliance notice. The RE may stop the work with a "stop work order" if the Contractor fails to comply promptly with all or any part of the work being performed. When, in the opinion of the RE, satisfactory corrective action has been taken to correct the unsafe and unhealthy condition, the Contractor may resume work. The Contractor shall not be allowed any extension of time or compensation for damages by reason of or in connection with such work stoppage.
- J. Protection of Existing Vegetation, Improvements and Structures** - The Contractor shall take all precautions necessary to protect the existing facilities, equipment, buildings, foundations, vegetation, etc., during construction. Any areas damaged by the Contractor or any subcontractors, shall be repaired or replaced to their original conditions by the Contractor at no additional cost to the Government. Repairs shall be approved by the RE and shall match to original finish. The Contractor shall provide all temporary covers, enclosures, barricades, etc., required to protect the existing facilities.
- K. Schedules**
 - 1. **Schedule** - The Contractor shall, within five (5) calendar days from date of award of contract, submit to the CO for approval a practical project schedule. The schedule shall show the order in which the Contractor proposes to carry out the work, the date on which he/she will start the several salient features (including procurement of materials, plant and equipment) and the contemplated dates for completing the work. The schedule shall be in the form of a progress chart of suitable scale to indicate the approximate percentage of work scheduled for completion at any time. The Contractor shall enter on the chart the actual progress at such intervals as directed by the CO. The project schedule shall include a milestone schedule for payments. The milestones should be stated with requested reimbursement for each milestone (based upon actual costs, overhead and profit).
 - 2. **Progress Schedule** - The Contractor, if requested by the CO, shall submit a progress schedule at such intervals as directed by the CO. If the Contractor fails to submit a progress schedule within three (3)

business days, the CO may withhold approval of progress payment estimates until the Contractor submits the required progress schedule.

3. **Hours of Work** – Hours of work shall be approved by the RE. All work shall be accomplished during normal business hours specified by the RE. No work is allowed on weekends and Federal holidays unless approved by the RE in writing.
- L. Site Access** - Access to the site will be via a pre-determined route identified and agreed upon at the pre-construction conference.
 - M. Special Permits** – If required the Contractor shall obtain and submit evidence of all necessary permits for the work. The Contractor shall abide by all requirements dictated by the city, state, federal, airport authority or municipality for such permits without any additional cost to the Government.
 - N. Waste Disposal** - The Contractor shall provide on-site means to collect construction waste materials, debris, and rubbish and their daily removal from the site. Any spillage on access and haul routes shall be cleaned up immediately. All spoil, waste, and debris removed from the work site and not specified for reuse or identified as salvageable items, or identified as contaminated contents shall be disposed of offsite in areas authorized by the applicable county, state and/or local agencies and in accordance with current rules and regulations governing the disposal of such waste. The Contractor, at no additional cost to the Government, shall pay disposal fees and miscellaneous charges. Copies of all documentation of the disposal of any fuel or hazardous wastes will be submitted to the RE.
 - O. Cleanup** - The work site shall be kept clean and orderly during the progress of work. After final inspection, but before final acceptance of the work, all exterior surfaces of the equipment shall be cleaned of dirt, mud, or oil accumulations. All debris shall be removed from the general site area.
 - P. O & M** - Upon completion of the facility modifications, the Contractor shall provide operation and maintenance instructions for all new equipment. This information will then be retained by the RE (and the FAA) and used to reflect the as-constructed conditions.
 - Q. Warranties** - Documentation for the warranties shall be provided to the Government upon completion of the project.

1.5 SAFETY

OSHA and FAA safety standards will be enforced. In keeping with such standards, the Contractor shall, at a minimum, provide:

- A. Safety Plan** - The Contractor shall have and submit a Safety Plan with the purpose of maintaining a safe working environment for construction workers employed on site. The safety plan shall require a statement that the current Occupation Safety and Health Act (OSHA) regulations on safety in the construction industry, OSHA Title 29, Part 1910 and Part 1926, as well as FAA safety regulations are followed. The plan will be used by the RE to insure that the work is accomplished in accordance with accepted safety practices. Daily safety meetings will take place prior to the start of each day's work and be open to the FAA representative.

- B. Trained Personnel** - Personnel shall be properly trained in the usage of all equipment for which they will be required to use or install during the Contract. The RE may request documentation or other evidence of training at any time. Personnel without adequate training will be prohibited from using or installing such equipment.
- C. Lock Out / Tag Out** – The Contractor shall employ and detail lock-out / tag-out procedures to employees working with and around electrical systems. When accessing an electrical panel, a FAA technician must be present prior to interrupting and energizing the breakers.
- D. Material Safety Data Sheets** - The Contractor shall have Material Safety Data Sheets (MSDS) conforming to Federal Standard 313A, written by the manufacturer, for all materials containing chemicals or other substances which may pose a hazard. One (1) copy of each MSDS shall be submitted to the RE and one (1) copy of each MSDS shall be kept on file at the job site at all times. The Contractor and subcontractors will be prohibited from handling any material which does not have an applicable MSDS on file at the site until such MSDS arrives on site.
- E. Safety Equipment** - The Contractor shall provide safety equipment including, but not limited to, a Red Cross approved First-Aid kit and the appropriate number of annually inspected, charged fire extinguishers with the proper NFPA rating.
- F. HAZCOM Program** - The Contractor shall have a hazard communications (HAZCOM) program. The Contractor and each subcontractor shall submit a copy of their HAZCOM program as well as a copy of their current OSHA 200 form, if requested.
- G. Work Practices** - Although OSHA regulations and the Contractor's Safety Plan will usually apply, the RE may consider certain work practices to be unsafe. The RE may stop any operation which is in violation of the OSHA standards or fails to comply with the safety plan or other safe work practices.
- H. Designated Foreman** - When any construction activity is conducted at the site, the presence of a designated, competent contractor's foreman is required at the job site. The foreman must be qualified and capable of organizing and coordinating all activities of the Contractor and his subcontractors, and keeping a safe job site.
- I. Work Force** - The Contractor shall at all times, when construction activities are conducted, have a substantial number of workers for each task to proceed expeditiously and without generating delay, for lack of man-power. All workers shall be legal US citizens or legal US residents with appropriate documentation. All workers shall have valid ID while on site.

2.0 CONTRACTOR-FURNISHED MATERIAL AND EQUIPMENT

2.1 MATERIAL DELIVERIES

All material deliveries made under this contract shall be arranged for delivery to the Contractor's material staging area. This area shall be located as determined at the pre-construction conference.

2.2 STORAGE AND PROTECTION

The Contractor, through the RE, shall secure from FAA all necessary clearances for storage areas on site, including any time limitations upon the use of such areas. The storage and protection of Contractor material shall be the sole responsibility of the Contractor. The Contractor shall provide at his/her own expense all fencing, shelters and security personnel as may be necessary for the protection of the material and equipment.

2.3 PERTINENT INFORMATION

Any pertinent information listed about the contractor-furnished material and equipment shall be submitted to the RE.

3.0 EXECUTION

3.1 WORK SEQUENCE

General: The Seattle TRACON is an active operational facility which runs 24 hours a day, 7 days a week. All work shall be coordinated with the FAA and be accomplished on a "Not to interfere with FAA operations" basis.

Prior to demolition and/or installation, the contractor shall provide the facility and Resident Engineer a detailed Method of Procedure (MOP) outlining the sequence and items of work. Contractor will not be able to commence construction until the MOP(s) is(are) approved by the resident engineer and facility manager.

3.2 CONTRACTOR USE OF PREMISES

- A. Use of the Site** - Do not disturb portions of the site beyond the areas in which work is required.
- B. Driveways and Entrances:** Keep driveways and entrances serving the premises clear and available to the Government, the Government's employees, and emergency vehicles at all time. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Use of the Existing Building** - Maintain the existing building in a watertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building during the construction period.

END OF SECTION

PART I - SECTION D
PACKAGING AND MARKING

Not applicable to this contract.

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>

3.10.4-1 Contractor Inspection Requirements (April 1996)

3.10.4-2 Inspection of Supplies - Fixed Price (November 1997)

3.10.4-4 Inspection of Services - Both Fixed-Price & Cost Reimbursement (April 1996)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>

3.10.1-8 Suspension of Work (September 1998)

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

3.10.1-24 Notice of Delay (March 2009)

3.4.1-10 Insurance – Work on a Government Installation (July 1996)

F001. PLACE OF PERFORMANCE:

FEDERAL AVIATION ADMINISTRATION (FAA)
Seattle TRACON
825 S. 160th Street
Burien, WA 98148

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>

3.10.1-22 Contracting Officer's Representative (April 2012)

G001. CORRESPONDENCE:

Proper routing and distribution of correspondence is required to insure that the Contracting Officer has knowledge of pertinent action taken relating to the contract. The Contractor shall furnish to the Contracting Officer copies of **ALL** written correspondence provided to the Contracting Officer's Representative (COR), including transmittal letters. Submittals accompanying transmittal letters to the COR **SHALL** be forwarded to the Contracting Officer.

DOT, FEDERAL AVIATION ADMINISTRATION
ACQUISITION MANAGEMENT BRANCH – AAQ-530
Attn: Joanna Grant
1601 LIND AVE S.W.
RENTON, WA 98057

G002. PAYMENT - INVOICE SUBMISSION:

The Contractor shall submit certified request for payment(s) to the COR for verification who will forward to the Contracting Officer.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>

3.1.9-1 Electronic Commerce and Signature (July 2007)

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between

- i. Contracts written on paper and contracts in electronic form;
- ii. Pen-and-ink signatures and electronic signatures; and
- iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract are electronic email.

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are all contract actions.

(e) The use of electronic signature technology is authorized under this solicitation and the resulting contract. Contractors may use the following means of electronic signature technology: electronic email.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

(End of Clause)

PART II - SECTION I CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>

- 3.1.7-2 Organizational Conflicts of Interest** (August 1997)
- 3.1.7-5 Disclosure of Conflicts of Interest** (March 2009)
- 3.2.1.5-4 Continuity of Services - Mission Critical Contracts** (January 2008)
- 3.2.2.3-8 Audit and Records** (July 2010)
- 3.2.2.3-33 Order of Precedence** (March 2009)
- 3.2.2.3-37 Notification of Ownership Changes** (July 2004)
- 3.2.2.3-67 Special Precautions for Work at Operating Airports** (July 2004)
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment** (April 2011)
- 3.2.2.7-7 Certification Regarding Responsibility Matters** (January 2010)
- 3.2.2.7-8 Disclosure of Team Arrangements** (April 2008)
- 3.2.2.8-1 Material Requirement** (April 2009)
- 3.2.4-28 Cancellation of Items** (April 1996)
- 3.2.5-1 Officials Not to Benefit** (April 1996)
- 3.2.5-3 Gratuities or Gifts** (January 1999)
- 3.2.5-4 Contingent Fees** (October 1996)
- 3.2.5-5 Anti-Kickback Procedures** (October 2010)
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions** (October 2010)
- 3.2.5-8 Whistleblower Protection for Contractor Employees** (April 1996)
- 3.2.5-13 Contractor Code of Business Ethics and Conduct** (April 2010)
- 3.3.1-1 Payments** (April 1996)
- 3.3.1-8 Extras** (May 1997)
- 3.3.1-9 Interest** (September 2009)
- 3.3.1-13 Limitation of Cost (Facilities)** (April 1996)
- 3.3.1-15 Assignment of Claims** (April 1996)
- 3.3.1-34 Payment by Electronic Funds Transfer – Central Contractor Registration** (March 2009)
- 3.3.2-1 FAA Cost Principles** (October 1996)
- 3.4.1-7 Notice to Proceed** (April)
- 3.4.1-10 Insurance - Work on a Government Installation** (July 1996)
- 3.4.1-11 Insurance - Liability to Third Persons** (June 1999)
- 3.4.1-12 Insurance** (July 1996)
- 3.4.2-6 Taxes – Contracts Performed in US Possessions or Puerto Rico** (October 1996)
- 3.4.2-8 Federal, State, and Local Taxes - Fixed Price Contract** (April 1996)
- 3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns** (January 2010)
- 3.6.2-1 Contract Work Hours and Safety Standards Act-Overtime Compensation** (January 2012)
- 3.6.2-2 Convict Labor** (April 1996)
- 3.6.2-9 Equal Opportunity** (August 1998)
- 3.6.2-13 Affirmative Action for Workers with Disabilities** (October 2010)
- 3.6.2-16 Notice to the Government of Labor Disputes** (April 1996)
- 3.6.2-19 Withholding-Labor Violations** (April 1996)
- 3.6.2-20 Payrolls and Basic Records** (April 2011)
- 3.6.2-21 Apprentices, Trainees, and Helpers** (October 2010)
- 3.6.2-22 Subcontracts (Labor Standards)** (October 2010)
- 3.6.2-23 Certification of Eligibility** (April 1996)
- 3.6.2-28 Service Contract Act of 1965, as Amended** (October 2010)

- 3.6.2-30 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)** (April 1996)
- 3.6.2-35 Prevention of Sexual Harassment** (August 1998)
- 3.6.2-39 Trafficking in Persons** (January 2008)
- 3.6.3-13 Recycle Content and Environmentally Preferable Products** (April 2009)
- 3.6.3-14 Use Of Environmentally Preferable Products** (April 2009)
- 3.6.3-16 Drug Free Workplace** (February 2009)
- 3.6.3-17 Efficiency in Energy-Using Products** (April 2008)
- 3.6.4-2 Buy American Act - Supplies** (July 2010)
- 3.6.4-5 Buy American - Steel and Manufactured Products** (July 2010)
- 3.6.4-10 Restrictions on Certain Foreign Purchases** (January 2010)
- 3.8.2-9 Site Visit** (April 1996)
- 3.8.2-10 Protection of Government Buildings, Equipment, and Vegetation** (April 1996)
- 3.8.2-11 Continuity of Services** (October 2008)
- 3.9.1-1 Contract Disputes** (October 2011)
- 3.9.1-2 Protest After Award** (August 1997)
- 3.10.1-7 Bankruptcy** (April 1996)
- 3.10.1-12 Changes - Fixed-Price** (April 1996)
- 3.10.1-12 Alternate II Changes - Fixed-Price Alternate II** (April 1996)
- 3.10.1-25 Novation and Change-Of-Name Agreements** (October 2007)
- 3.10.2-1 Subcontracts (Fixed-Price Contracts)** (April 1996)
- 3.10.3-2 Government Property - Basic Clause** (April 2012)
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price)** (October 1996)
- 3.10.6-4 Default (Fixed-Price Supply and Service)** (October 1996)
- 3.13-4 Contractor Identification Number – Data Universal Numbering System (DUNS) Number** (April 2006)
- 3.13-5 Seat Belt Use by Contractor Employees** (October 2001)
- 3.13-13 Contractor Policy to Ban Text Messaging While Driving** (January 2011)
- 3.14-3 Foreign Nationals as Contractor Employees** (April 2008)

3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) Participated in preparation of proposals for award; or
- (ii) Are planned to be used during performance; or
- (iii) Are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) The award; or
- (ii) Their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of clause)

3.3.1-33 System for Award Management (August 2012)

(a) Definitions. As used in this clause

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database.

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement

Guidance, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the SAM database;
- (B) comply with the requirements of AMS regarding novation and change-of-name agreements; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov>.

(End of Clause)

3.3.1-34 Payment by Electronic Funds Transfer- System for Award Management (August 2012)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of clause)

3.6.2-24 Affirmative Action Compliance Requirements for Construction (October 2010)

(a) Definitions.

(1) "Employer identification number," as used in this clause, means the last four digits of the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

- (i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: 7.2%
Goals for female participation: 6.9%

Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification shall list the:

- (1) Name, address, and telephone number of the subcontractor,
- (2) Employer identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor shall take affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

(4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.

(g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).

(h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(i) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(l) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of clause)

3.6.2-40 Nondisplacement of Qualified Workers (April 2009)

(a) The contractor and its subcontractors must, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose

employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors must determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there must be no employment opening under this contract, and the contractor and any subcontractors must not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors must make an express offer of employment to each employee as provided herein and must state the time within which the employee must accept such offer. In no case must the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors:

(1) May employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge;

(2) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act; and

(3) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) The contractor must, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list must contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list must be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract must also include provisions to ensure that the subcontractor will provide the contractor with the information about employees of the subcontractor needed by the contractor to comply with this clause. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; however, if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

(End of clause)

3.6.3-12 Asbestos – Free Construction (April 2009)

(a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement **SUBMITTED BEFORE FINAL INVOICING** indicating that to the best of its knowledge,

no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

3.10.1-22 Contracting Officer's Representative (April 2012)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

(End of Clause)

PART III - SECTION J
LIST OF ATTACHMENTS

Attachment A – Customer Satisfaction Survey, blank to distribute to former clients for completion

Attachment B – Wage Determination Rates, General Decision Number: WA120036 08/03/2012 WA36

ATTACHMENT A - Customer Satisfaction Survey

CUSTOMER SATISFACTION SURVEY (PAGE 1 OF 2)

Post Frame Shop, Seattle TRACON, Burien, WA

DTFANM-12-R-00173

SECTION 1 -- TO BE COMPLETED BY THE OFFEROR AND PROVIDED TO THE CUSTOMER REFERENCE

Name of Firm Being Evaluated: _____

Project Title & Location: _____

Project Dollar Value: _____

Year Completed: _____ **Project Manager:** _____

SECTION 2 -- TO BE COMPLETED BY THE CUSTOMER REFERENCE AND MAILED, HAND-DELIVERED OR FAXED DIRECTLY TO: Forms submitted by other than the customer (i.e., by the offeror), will not be considered.

Joanna.Grant@FAA.GOV or 425-227-1055 (Please Verify Receipt)

OVERVIEW: The firm shown above has submitted a proposal on a Federal Aviation Administration solicitation and provided your name as a customer reference. Part of our evaluation process requires information on the firm's past performance. Your input is important to us and responses are required by (date & time) for inclusion in this evaluation. Your assistance is greatly appreciated.

In blocks below, please indicate your overall level of satisfaction with work performed by the firm shown in Section 1. Mark *Not Applicable* (N/A) for any areas that do not apply. Provide any additional comments on page 2.

	On this project, the firm:	Satisfaction					
		Low			High	N/A	
1.	Kept You Informed & Treated You as Important Member of the Team	1	2	3	4	5	N/A
2.	Displayed Flexibility in Responding to Your Needs	1	2	3	4	5	N/A
3.	Displayed Initiative in Problem Solving	1	2	3	4	5	N/A
4.	Resolved Your Concerns	1	2	3	4	5	N/A
5.	Completed Your Project Milestones on Time	1	2	3	4	5	N/A
6.	Managed the Project Effectively (including adequate Cost Controls)	1	2	3	4	5	N/A
7.	Managed their Work Force Effectively (including Subcontractors)	1	2	3	4	5	N/A
8.	Maintained an Effective Quality Control Program	1	2	3	4	5	N/A
9.	Provided Warranty Support	1	2	3	4	5	N/A
10.	Maintained Operational Continuity at Existing Facility During Project	1	2	3	4	5	N/A
11.	Minimized Adverse Construction Impacts on Ongoing Operations	1	2	3	4	5	N/A
12.	Your OVERALL Level of Customer Satisfaction	1	2	3	4	5	N/A
13.	Was payment withheld or liquidated damages assessed? (If yes, please describe below).	Yes.....No.....N/A					

CUSTOMER SATISFACTION SURVEY (PAGE 2 OF 2)
Post Frame Shop, Seattle TRACON, Burien, WA
DTFANM-12-R-00173

14. **REMARKS: (Discuss strengths and weaknesses of the firm)**

Your Name: _____ **Phone Number:** _____

Firm Name: _____

Relationship to this Project: _____

ATTACHMENT B

General Decision Number: WA120036 08/03/2012 WA36

Superseded General Decision Number: WA20100051

State: Washington

Construction Type: Building

County: King County in Washington.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/06/2012
1	01/27/2012
2	02/10/2012
3	03/02/2012
4	03/16/2012
5	03/23/2012
6	04/13/2012
7	04/20/2012
8	04/27/2012
9	06/01/2012
10	06/08/2012
11	06/29/2012
12	07/06/2012
13	07/20/2012
14	08/03/2012

ASBE0007-002 06/01/2012

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 41.36	13.45

BRWA0001-011 06/01/2011

	Rates	Fringes
Bricklayers, Caulkers.....	\$ 34.20	13.27

CARP0770-020 06/01/2010

	Rates	Fringes
CARPENTER (Acoustical Installation).....	\$ 35.55	13.08
CARPENTER (Including Formwork, Drywall Hanging, Cabinet Installation; Insulator-Batt and Metal Stud Installation).....	\$ 35.39	13.08
MILLWRIGHT.....	\$ 36.39	13.08
PILEDRIVERMAN.....	\$ 35.59	13.08

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS)

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

ELEC0046-006 06/01/2011

	Rates	Fringes
ELECTRICIAN.....	\$ 40.79	3%+15.71

ELEC0046-007 03/05/2012

	Rates	Fringes
ELECTRICIAN (Alarm Installation Only).....	\$ 27.28	10.29
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 27.28	10.29

ELEV0019-005 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.54	23.535+a+b

FOOTNOTE:

- a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit.
- b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

 ENGI0302-019 06/01/2011

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 35.79	15.15
Group 1AA.....	\$ 36.36	15.15
Group 1AAA.....	\$ 36.92	15.15
Group 1.....	\$ 35.24	15.15
Group 2.....	\$ 34.75	15.15
Group 3.....	\$ 34.33	15.15
Group 4.....	\$ 31.97	15.15

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom
 (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom
 (including jib with attachments); Excavator/Trackhoe: Over
 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
 (including jib with attachments); Loaders-overhead, 8 yards
 and over; excavator/Trackhoe: over 50 metric tons to 90
 metric tons

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom
 (including jib with attachments); Excavator/Trackhoe: over
 30 metric tons to 50 metric tons; Loader- overhead 6 yards
 to, but not including 8 yards; Dozer D-10; Screedman;
 Scrapers: 45 yards and over; Grader/Blade

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments;
 Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons;
 Horizontal/directional drill operator; Loaders-overhead
 under 6 yards; Crane Oiler-100 Tons and Over; Compactor;
 Scraper: under 45 tons

GROUP 3 - Cranes-thru 19 tons with attachments; Dozers-D-9
 and under; Motor patrol grader-nonfinishing; Roller-Plant
 Mix; Crane Oiler under 100 tons; Excavator/Trackhoe: under
 15 metric tons; Forklift: 3000 lbs and over with
 attachments; Service Oiler; Concrete Pump; Outside Hoist
 (Elevators and Manlifts); Pump Grout

GROUP 4 - Roller-other than plant mix; Forklift: under 3000
 lbs with attachments; Bobcat; Rigger/Bellman

 IRON0086-010 01/01/2012

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 37.89	20.10

 LABO0001-016 06/01/2009

ZONE 1:

Rates	Fringes
-------	---------

Laborers:

GROUP 2.....	\$ 24.86	9.07
GROUP 3.....	\$ 30.96	9.07
GROUP 4.....	\$ 31.70	9.07
GROUP 5.....	\$ 32.21	9.07

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall

ZONE 3 - More than 45 radius miles from the respective city
hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagman

GROUP 3: General Laborer; Mason Tender-Cement/Concrete;
Chipping Gun (under 30 lbs.); Form Stripping; Roof Tearoff

GROUP 4: Chipping Gun (over 30 lbs.); Concrete Saw Operator;
Grade Checker; Gunite; Pipe Layer; Vibrating Plate

GROUP 5: Mason Tender-Brick

PAIN0005-029 07/01/2011

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 33.87	14.32

PAIN0005-030 07/01/2010

	Rates	Fringes
--	-------	---------

Painters:

Parking Lot and Highway

Striping Only.....	\$ 27.74	11.66
--------------------	----------	-------

* PAIN0005-031 07/01/2012

	Rates	Fringes
PAINTER (Including Brush, Roller, Spray and Prep Work).....	\$ 27.40	9.99

PAIN0188-005 07/01/2012

	Rates	Fringes
GLAZIER.....	\$ 38.30	14.35

PAIN1238-002 07/01/2012

	Rates	Fringes
SOFT FLOOR LAYER (Including Vinyl and Carpet).....	\$ 28.16	13.24

PLAS0528-002 10/01/2011		
	Rates	Fringes
PLASTERER.....	\$ 32.50	14.13

PLAS0528-004 06/01/2012		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.88	14.25

PLUM0032-009 06/01/2012		
	Rates	Fringes
PIPEFITTER.....	\$ 48.66	17.43
PLUMBER (Including HVAC Pipe Installation).....	\$ 49.71	20.68
REFRIGERATION MECHANIC.....	\$ 48.66	17.43

ROOF0054-008 06/01/2011		
	Rates	Fringes
ROOFER (Includes Roof Tear Off, Waterproofing, and Installation of Metal Roofs).....	\$ 31.57	12.08

SFWA0699-006 07/01/2012		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 45.87	23.02

SHEE0066-024 01/01/2012		
	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work and Installation of HVAC Systems)....	\$ 44.44	22.01

SUWA2009-024 05/22/2009		
	Rates	Fringes
LABORER: Driller.....	\$ 17.17	5.36
LABORER: Irrigation.....	\$ 11.58	0.00
LABORER: Landscape.....	\$ 9.73	0.00
LABORER: Overhead Door Installation.....	\$ 22.31	3.44

OPERATOR: Backhoe.....	\$ 29.95	7.20
OPERATOR: Mechanic.....	\$ 24.33	4.33
ROOFER: Metal Roof.....	\$ 24.30	4.05
TILE SETTER.....	\$ 18.72	3.35
TRUCK DRIVER: Dump Truck.....	\$ 27.43	0.00

* TEAM0174-005 06/29/2012

	Rates	Fringes
--	-------	---------

Truck drivers:

ZONE A:

GROUP 2:.....	\$ 31.68	16.23
---------------	----------	-------

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 2 - Semi-Trailer Truck

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ .
 (country)

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

3.2.2.3-22 Period for Acceptance of Offer (July 2004)

The offeror (you) agrees that if this offer is accepted within _____ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and (C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). **THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.**

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in System for Award Management (August 2012)

In accordance with Clause 3.3.1-33, System for Award Management (SAM), offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.2-5 Certification of Nonsegregated Facilities (February 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

3.6.4-15 Buy American Act Certificate (July 1996)

(a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
[List as necessary]	

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

(End of provision)

3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (January 2012)

(a) Definition.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph

(1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

(End of provision)

BUSINESS DECLARATION

- 1 Name of Firm: _____ Tax Identification No.: _____
- 2 Address of Firm: _____ DUNS No.: _____
- 3 a. Telephone Number of Firm: _____ b. Fax Number of Firm: _____
- 4 a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
- 5 Controlling Interest in Company (*"X" all appropriate boxes*)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (*Specify*) _____ ☐ f. Other (*Specify*) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (*Certification letter attached*) ☐ j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (*If "NO," provide the name and telephone number of the person who has this authority.*) _____

- 7 Nature of Business (*Specify all services/products (NAIC)*) _____
- 8 (a) Years the firm has been in business _____ (b) No. of Employees _____
- 9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (*Explain*) _____
10. Gross receipts of the firm for the last three years:
- | | |
|-------------------------|---------------------------|
| a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ |
| a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. a. Signature _____ b. Date: _____
- c. Typed Name _____ d. Title: _____

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.2.2.3-1 False Statements in Offers (July 2004)

3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)

3.2.2.3-12 Amendments to Screening Information Requests (July 2004)

3.2.2.3-13 Submission of Information/Documentation/Offer (July 2004)

3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)

3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)

3.2.2.3-17 Preparing Offers (July 2004)

3.2.2.3-18 Prospective Offeror's Requests for Explanations (February 2009)

3.2.2.3-19 Contract Award (July 2004)

3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (August 2012)

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means: email. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to: Joanna.Grant@faa.gov.

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a **Firm Fixed Price** contract resulting from this Screening Information Request.

(End of provision)

3.8.2-9 Site Visit (April 1996)

- (a) Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a dispute after contract award.
- (b) **There will be a SITE VISIT on August 23rd at 10AM.** The site visit is NOT MANDATORY but attendance is encouraged. Please send your company name to Joanna Grant at Joanna.Grant@faa.gov along with your phone number, e-mail address, and point of contact name in advance of visit. The FAA must have your information in order to arrange access to the facility.

3.9.1-3 Protest (October 2011)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR P.OTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

- (a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
- (b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.
- (c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.
- (d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.
- (e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:
 - (1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.
 - (2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.
 - (3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:
 - (i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds

for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Ave., S.W.
Room 323
Washington, DC 20591

Telephone: (202) 267-3290
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

L001. SUBMISSION OF OFFER:

Each offeror must submit both a separate **Business** and **Technical Proposal** to be deemed responsive to this solicitation and therefore, considered for evaluation.

BUSINESS PROPOSAL:

- (1) COVER LETTER including **STATEMENT** that NO EXCEPTIONS are taken to any of the terms and conditions stated herein; or provide a DETAILED LIST OF EXCEPTIONS taken to the solicitation and its contents.
- (2) SIGNED **SOLICITATION, OFFER, AND AWARD** Form, SF 1442 (first page of solicitation, provided above) and, if applicable, any amendments to the RFO (SF-30)
- (3) **PRICE SCHEDULE**, Part I, Section B
Provide a breakdown for your offer to include the following:
 - Materials for and installation of post frame shop structure
 - Materials for and installation of doors, gutters, and insulation
 - Materials for and installation/placing of concrete floor
- (4) **REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS**, Part IV, Section K
- (5) **BUSINESS DECLARATION FORM**, completed (attached), Part IV, Section K
- (5) **SEDB 8(a) Congratulations Letter** from the Small Business Administration, if applicable

TECHNICAL PROPOSAL

Criteria No. #1: Past Experience & Performance**A. Past experience**

Provide a list of three (3) projects within the last five years similar in scope of work to be done. Be specific and provide details. For each project list the following points:

- Project title, description and contract number
- Clients names, business address, phone numbers, and point of contact
- Dollar value
- Scope of work
- Percentages of work subcontracted and nature of that work
- Award and completion dates
- Any relevant information that would reflect on the offeror's ability to meet schedule constraints

This factor considers the extent of the offeror's past experience on projects similar in size and complexity to the current requirement. Similar is defined as providing materials and installation for other structures/facilities of the same size and complexity.

A negative response is required in the event of no similar experience for a particular area, or for any item that is not applicable. Any omission or partial and vague responses may lead to the rejection of the offeror's proposal without discussions with offeror. All submitted technical information shall be considered proprietary data and shall be utilized for evaluation purposes only and kept confidential. Offerors are advised that the Government reserves the right to use and evaluate any and all available pertinent information, in addition to the data presented in the technical proposal.

B. Past Performance

Standard for review: At least three Customer Satisfactory Surveys (third party references) must be received before the solicitation deadline with an average score of 3.5 or more. Surveys must be relevant projects similar in size and scope to the requirement. The FAA reserves the right to contact customers listed as references and conduct a Customer Satisfaction Survey by telephone in the event that there is insufficient competition due to the lack of Customer Satisfaction Surveys received. A blank two-page Customer Satisfaction Survey is attached within this solicitation as Attachment B.

Customer Satisfaction Surveys must be returned DIRECTLY to the FAA by the offeror's third-party references.

It is advised that the Contractor distribute more than three CSS's to third-party references as not all are returned. Customer Satisfaction Survey may be emailed to Joanna Grant at Joanna.Grant@faa.gov. It is advised each offeror/contractor verify receipt of the requisite number of Customer Satisfaction Surveys in advance of solicitation deadline.

L002. SUBMISSION DATE AND PLACE:

The due date for receipt of offers is **September 5, 2012 at 4:00 P.M., Pacific Daylight Time (PDT)**. Offerors wishing to submit an offer, modification or withdrawal through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall be addressed to:

DOT, FEDERAL AVIATION ADMINISTRATION
ACQUISITION MANAGEMENT BRANCH – AAQ-530
ATTN: Joanna Grant
1601 LIND AVE S.W.
RENTON, WA 98057

L003. SOLICITATION QUESTIONS:

QUESTIONS ARE DUE by: AUGUST 24, 2012, at 4:00 P.M. PACIFIC DAYLIGHT TIME (PDT)

Should you need a clarification or interpretation of anything in this solicitation, you must submit your request in writing. Any such request must be submitted at least seven (7) days prior to the proposal due date. Submit your request to the Federal Aviation Administration, Attn: Joanna Grant, 1601 Lind Avenue SW, Renton WA 98057 or Joanna.grant@faa.gov. **Telephonic requests will not be accepted.** The offeror shall provide an address, telephone and e-mail address. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

THE ESTIMATED PRICE RANGE FOR THIS PROJECT IS APPROXIMATELY \$100,000.00 - \$150,000.00.

L004. HAND CARRIED OFFERS, MODIFICATIONS, AND WITHDRAWALS:

HAND-CARRIED offers, modifications or withdrawals of offers, and modifications or withdrawals of bids, **HAND DELIVERED** by other types of express mail services (Commercial Carrier, e.g. Federal Express, United Parcel Service, Airborne Express, etc.) **SHALL** be **HAND DELIVERED** to:

DOT, FEDERAL AVIATION ADMINISTRATION
CUSTOMER SERVICE CENTER (FIRST FLOOR)
ACQUISITION MANAGEMENT BRANCH – AAQ-530
ATTN: Joanna Grant
1601 LIND AVE S.W.
RENTON, WA 98057

NOTE: The FAA building is a protected facility. Anyone wishing to enter the building will need to have proper government issued identification. i.e. a state issued driver's license or identification card, or passport.

PART IV - SECTION M EVALUATION FACTORS FOR AWARD

3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.2.4-31 Evaluation of Options (April 1996)

M001. EVALUATION FACTORS FOR AWARD:

The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions, and is considered to be **lowest price technically acceptable**. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions, at the option of the Government, with one or more offerors, as determined necessary by the Contracting Officer, to clarify scope, pricing, responsibility, statements, and omissions.

- (a) The Government will make a contract award based upon this RFO, at the discretion of the source selection official to the responsible offeror whose submittal conforms to the solicitation terms and conditions, and is considered to be **lowest price technically acceptable**.
- (b) The Government reserves the right to (1) reject any or all submittals if such action is in the public interest, and (2) waive informalities and minor irregularities in offers received.
- (c) The Government intends to evaluate submittals and award a contract, either on initial submittals without communications, or subsequent submittals with communications. A submittal in response to an RFO should contain the offeror's best terms from a cost or price and technical standpoint.
- (d) The Government may determine (if applicable) that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on price significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the lowest evaluated offer.

Prospective offerors are required to submit a technical proposal as discussed herein. Proposals will be technically evaluated as either **"Acceptable"** or **"Unacceptable"** on the basis of the following criteria. Any proposal determined to be **"Unacceptable"** in any evaluated area, criteria, or sub-element thereof, will render the entire proposal to be unacceptable and therefore rejected from further consideration.

An offeror must meet the following qualifications in order to be eligible for award:

Criteria: Past Experience and Performance

1. PAST EXPERIENCE

STANDARD FOR REVIEW:

An acceptable proposal must demonstrate at least three (3) successful relevant projects in the past five (5) years similar to the current requirement. The FAA reserves the right to contact the customers listed as references, and to apply that information in its final determination.

2. PAST PERFORMANCE

STANDARD FOR REVIEW:

Prime Contractor is expected to have three (3) customer satisfaction surveys (CSS's) submitted by a third party. Contractor must have positive past performance history. If surveys are not sufficient to show positive past performance the Agency may use information other than that provided by the Contractor in connection with this solicitation. We reserve the option to contact the prime contractor and request references that we will contact directly.

TYPE OF AWARD: The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions with one or more offerors to clarify issues related to scope, pricing, and responsibility. **Award will be made to the lowest priced, technically acceptable offeror.**

M002. CONSIDERATION OF PRICE:

The offeror shall submit pricing information as prescribed in PART I - SECTION B of the Request for Offers. The Government will make award based on successful negotiation of price and conformance with solicitation terms and conditions to the lowest priced, technically acceptable offer.

Each offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror. In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.